



**SUBORDINATE AGREEMENT
MA-063-16010167
WITH
LLOYD STAFFING
FOR
HR TEMPORARY HELP SERVICES**

This Subordinate Agreement MA-063-16010167 (referred to as "Contract") is made and entered into, upon execution of all necessary signatures between the County of Orange, Social Services Agency (SSA), a political subdivision of the State of California, with a place of business at 500 N. State College Blvd., Orange, CA 92868-1673 (referred to as "County"), and Lloyd Staffing, having a place of business at 18021 Norwalk Blvd., Ste 205 Artesia, CA 90701 (referred to as "Contractor"), for HR Temporary Help Services. County and Contractor may be individually referred to as "Party", or collectively as "Parties".

ATTACHMENTS

This Contract is comprised of this document and the following Attachment, which is incorporated by reference into this Contract:

Attachment I – Regional Cooperative Agreement MA-017-16010881

RECITALS

WHEREAS, the County of Orange, County Procurement Office (CPO) has issued Regional Cooperative Agreement MA-017-16010881 (referred to as "RCA") on file with County of Orange, CPO, effective February 1, 2016 through January 31, 2021, for HR Temporary Help Services (referred to as "Services") in accordance with the terms and conditions of the RCA between Contractor; and

WHEREAS, County desires to enter into a Contract for the Services per the RCA; and

WHEREAS, Contractor is willing to provide the Services specified in the Scope of this Contract as listed below; and

WHEREAS all terms and conditions, amendments/modifications of the RCA are incorporated herein by this reference into this Contract; and

WHEREAS, County and Contractor agree that this Contract is effective upon mutual agreement of both parties and County of Orange Board of Supervisor's approval; and

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLES

1. **Scope of Contract:** This Contract specifies the terms and conditions, per the RCA incorporated herein, by which County will procure the Services as specified in Attachment I – Regional Cooperative Agreement MA-017-16010881.
2. **Term of Contract:** This Contract shall commence on February 1, 2016 and continue through and including January 31, 2017, unless otherwise terminated by the County. This Contract may be renewed thereafter for four additional one-year terms upon mutual agreement of both parties. The County does not have to give a reason if it elects not to renew this Contract.
3. **Compensation & Payment:** Contractor agrees to provide the Services at the fixed rates specified and set forth in Attachment I / Regional Cooperative Agreement MA-017-16010881 and in accordance with the terms and conditions specified in the RCA. The total cost of this Contract shall not exceed \$1,273,251; provided, however, that in the event County desires to procure Services in excess of the stated amount, the parties shall enter into an amendment to this Contract for such additional expenditure.



**SUBORDINATE AGREEMENT
MA-063-16010167**

4. **Invoicing:** Invoices are to be submitted to:
 SSA/Procurement Services
 Attn: Processing Desk (MA)
 500 N. State College Blvd., 5th Floor
 Orange, CA 92868-1673

Payment will be net 30 days after receipt of an invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the contractor.

An acceptable invoice format shall minimally include:

- A. Contractor's name and address;
- B. Invoice number and date;
- C. Name of County agency/department ordering services/goods;
- D. Description of services/goods and date ordered;
- E. Contract MA-063-16010167;
- F. Total Invoice Amount;
- G. Contractor's federal taxpayer's ID number and
- H. Contractor's remittance address (if different from line A)

5. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

FOR COUNTY:	FOR CONTRACTOR:
County of Orange	Lloyd Staffing
SSA/Procurement Services	18021 Norwalk Blvd., Ste 205
500 N. State College Blvd., 5th Floor	Artesia, CA 90701
Orange, CA 96868-1673	Attn: Lourdes Santana
Attn: Angie Villalpando	
Telephone: (714) 541-7768	
Fax: (714) 541-7772	

COPY TO:
County Of Orange
SSA/Human Resources
500 N. State College Blvd.
Orange, CA 96868-1673
Attn: Tanya Montoya
Telephone: (714) 541-7777

- Signature Page follows -



**SUBORDINATE AGREEMENT
MA-063-16010167**

SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

LLOYD STAFFING*

By <u>[Signature]</u>	By <u>Kim Unruh</u>
Print Name <u>Courdes Santana</u>	Print Name <u>Kim Unruh</u>
Title <u>11/17/2015 - President</u>	Title <u>CFO</u>
Date <u>11/17/2015</u>	Date <u>11.17.15</u>
Corporate Officer	Corporate Officer

*If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

COUNTY OF ORANGE

a political subdivision of the State of California

By _____	Date _____
Print Name _____	Title _____

**COUNTY OF ORANGE
COUNTY COUNSEL**

Approved as to Form:

By <u>[Signature]</u>	Date <u>11/24/15</u>
Deputy County Counsel	



**SUBORDINATE AGREEMENT
MA-063-16010167**

ATTACHMENT I

REGIONAL COOPERATIVE AGREEMENT MA-017-16010881



REGIONAL COOPERATIVE AGREEMENT (RCA)
CONTRACT NUMBER MA-017-16010881
BETWEEN
COUNTY OF ORANGE/COUNTY PROCUREMENT OFFICE
AND
LLOYD STAFFING, INC
FOR HR TEMPORARY HELP SERVICES

This Agreement, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "County," and Lloyd Staffing, Inc. with a place of business at 18021 Norwalk Blvd., Ste. 205 Artesia, CA 90701; hereinafter referred to as "Contractor," which are sometimes referred to as "Party", or collectively as "Parties."

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are incorporated by reference into this Contract:

Attachment A – Scope of Services
Attachment B – Payment/Compensation
Attachment C – County Of Orange Classification Title Description

RECITALS

WHEREAS, Contractor responded to an Invitation for Bids (IFB) for HR Temporary Help Services; and

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the Scope of Services; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a contract for Online Surplus Auction Services with the Contractor; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract, including Attachments which are attached hereto and incorporated herein by this reference, when accepted by Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on

County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "PURCHASING AGENT."

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Intentionally Left Blank.**
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnittees as identified in paragraph "HH" below, and as more fully described in paragraph "HH", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, property right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend and hold County AND County INDEMNITIEES harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Subcontracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or subcontract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any

subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.

- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of Contractor's current audited financial report.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange its elected and appointed officials, officers, agents and employees as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

***Certificate Holder Information**

The County of Orange has contracted with Ebix RCS to monitor insurance certificates and endorsements for compliance with the above requirements. Upon initial award of a Contract, the certificate(s) and endorsement(s) should be forwarded to the agency/department address listed on the solicitation. The County will forward these documents to Ebix RCS on your behalf. Ebix RCS may contact you to advise you of deficiencies and request corrected documents. Please cooperate with their request for information or corrections in order for the County to continue your Contract through the expiration date.

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract

caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" above, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. **Intentionally left blank.**
- X. **Pricing:** Contract bid price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Intentionally left blank.**
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

FF. **Authority:** Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

GG. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

HH. **Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County INDEMNITEES, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

II. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure goods from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as Attachment A.

2. **Contract Term:** This Contract shall commence on February 1, 2016 through January 31, 2021; unless otherwise terminated by County.
3. **Regional Cooperative Agreement:** Regional Cooperative Agreements (RCA) awarded by the County of Orange are intended to be used as cooperative agreements against which individual subordinate contracts may be executed by participating County departments and non-County public entities during the effective dates outlined herein. The RCA terms, conditions, and pricing shall be extended to all subordinate contracts issued in accordance with the RCA. Subordinate contracts shall be in full force and effect through their agreed upon termination date, unless otherwise terminated by the agency/department. County departments and non-County public entities shall issue subordinate contracts in their own names, and be solely responsible for all payment requirements. Contractor shall ensure that all subordinate contracts with non-County public agencies contain an indemnification clause in which the non-County agency indemnifies and holds harmless the County of Orange from all claims, demand actions, or causes of actions of every kind arising out of, or in any way connected with the use of County issued cooperative agreements. Failure to meet this requirement shall be considered a material breach of this RCA and grounds for immediate contract termination.
4. **Authorization Warranty:** The contractor represents and warrants that the person executing this contract on behalf of and for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition and obligation of this agreement and that all requirements of the contractor have been fulfilled to provide such actual authority.
5. **Authorized Agency/Department Personnel:** Each County Agency/Department will appoint authorized staff who may request Temporary Help Services in accordance with the pricing, terms, and conditions of this contract. These staff will be identified in the subordinate contracts created by each user agency/department, and Contractor shall execute each subordinate contract separately. Authorized Agency Personnel will assign Contract Coordinators, defined in Attachment A, who will oversee the Temporary Help Services. Contractor shall not perform services for unauthorized requestors.
6. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - i. Terminate the Contract immediately, pursuant to Section K herein;
 - ii. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - iii. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - iv. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
7. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
8. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of

the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

9. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.
10. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The contractor shall not, during the period of this contract, employ any County employee for any purpose.
11. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this contract without penalty.
12. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
13. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.
14. **Contractor Personnel-Reference Check:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
15. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
16. **Contractor's Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the County under this Contract
17. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with

generally accepted accounting principles. These records shall be stored in Orange County for a period of seven years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.

18. **Contractor's Project Manager & Key Personnel:** Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.

The Contractor's project manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor's project manager.

19. **Cost/Price Data:** At all times during and following the period of Contract performance, the County may require Contractor to furnish such cost and pricing data as the County deems necessary to assess the reasonableness of Contract pricing, including the reasonableness of changes. Contractor agrees to maintain such records for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law.

20. **County Of Orange Child Support Enforcement** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

- a. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
- b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
- c. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- d. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

21. **Debarment:** Contractor shall certify that neither contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, contractor must include an explanation with their bid. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid being deemed non-responsible.

22. **Default:** In case of default by Contractor, the County of Orange may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

23. **Disputes – Contract:**

- a. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor’s project manager and the County’s project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
 - i. The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - ii. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor’s failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor’s demand, it shall be deemed a final decision adverse to the Contractor’s contentions. Nothing in this section shall be construed as affecting the County’s right to terminate the Contract for Cause or Terminate for Convenience as stated in Section K herein.

24. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization’s policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.

- v. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
- vi. Will receive a copy of the company's drug-free policy statement; and
- vii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:

- a. The Contractor has made false certification, or
 - b. The Contractor violates the certification by failing to carry out the requirements as noted above.
25. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

26. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

27. **Fiscal Appropriations:** This contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year

during the term of this contract. If such appropriations are not approved, the contract will be terminated without penalty to the County.

28. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
29. **Headings Not Controlling:** Headings used in the Contract are for reference purposes only and shall not be considered in construing this Contract.
30. **Price Increase/Decrease:** All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of ninety (90)-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
31. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his designee.
32. **Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
33. **News/Information Release:** The contractor agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the County through the County's project manager.
34. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this contract by the contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the contractor without the express written consent of the County.
35. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments.

36. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld.

37. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

38. **Security – Youth Detention Facilities/Sheriff's Facilities:**

Background checks: All contractor personnel to be employed in performance of work under this contract shall be subject to background checks and clearance prior to working in a youth detention facility or a Sheriff's facility. The contractor shall prepare and submit an information form to the County's project manager for all persons who will be working or who will need access to the facility. These information forms shall be submitted at least five County working days prior to the start of work on the contract or prior to the use of any person subsequent to the contractor's start of work. These information forms will be provided by the County's project manager upon request and will be screened by the County's Probation Department and/or Sheriff's Department. These information forms shall be thorough, accurate, and complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance. No person shall be employed under this contract who has not received prior clearance from the Probation and/or Sheriff's Department. Neither the County, the Probation Department, nor the Sheriff's Department need give a reason clearance is denied.

Performance Requirements: All contractors' vehicles parked on site shall be locked and thoroughly secured at all times. All tools and materials shall remain in contractor's possession at all times and shall never be left unattended. All lost or misplaced tools or materials shall be reported immediately to the security staff or Control in youth detention facilities or to the escort or Control in the Sheriff's facilities. All materials, large or small, from removal operations or flew construction (especially those materials that could be used to inflict injury, such as nails, wire, wood, etc.) shall be continuously cleaned up as work progresses. All work areas shall be secured prior to the end of each work period. Workers shall have no contact, either verbal or physical, with inmates in the facilities.

Contractor's employees shall NOT:

1. Give names or addresses to inmates;
2. Receive any names or addresses from inmates (including materials to be passed to another individual or inmate);
3. Disclose the identity of any inmate to anyone outside the facility;
4. Give any materials to inmates; or

5. Receive any materials from inmates (including materials to be passed to another individual or inmate).

Failure to comply with these requirements is a criminal act and can result in prosecution.

Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. They should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

Contractor's personnel shall:

1. Comply with the written schedule provided by the County which shall clearly show the specific start and end times for each work day;
2. Arrive at the site no more than 15 minutes prior to the scheduled time or no more than 15 minutes after the scheduled time; and
3. Report to the control desk upon arrival at the job site.

Control will ensure that the work area is clear and ready for work to begin. If a contractor's employee is delayed or cancellation is necessary, the designated on-site coordinator or the County's project manager should be contacted immediately. Repeat problems will be grounds for remedial action which may include contract termination.

39. **Security / Badge Requirement:** Some agencies may require specific issuance of security badge prior to performance of work agreement in a restricted facility. All personnel engaged in the performance of work under this proposed agreement shall be expected to pass the screening requirements which may include an F.B.I. background investigation and finger printing. Contractor employee are made aware of his/her responsibilities regarding the privilege of access to restricted areas of certain agencies such as but not limited to John Wayne Airport, Youth Detention Facilities, Sheriff's Department, and etc. All cost shall be covered by Contractor.

County agencies/departments or participating government entity with special security/badge requirement shall issue such requirement as an additional term to their subordinate agreements against this Regional Cooperative Agreement (RCA). Cost shall be covered by County.

40. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
41. **Validity:** The invalidity in whole or in part of any provision of this contract shall not void or affect the validity of any other provision of the contract.
42. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
43. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return

receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Lloyd Staffing, Inc.
Attention: Lourdes Santana
18021 Norwalk Blvd., Ste. 205
Artesia, CA 90701

Primary Contact: Standard Request
Hazel Dunham
562-519-0787
hdunham@lloydstaffing.com

Alternate Contact: 24/7 Critical Request
Lourdes Santana
562-254-2775
lsantana@lloydstaffing.com

For County: County of Orange
County Procurement Office
Attention: Carmen Giron
1300 S. Grand Ave., Bldg. A, 2nd Floor
Santa Ana, CA 92705

SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

LLOYD STAFFING, INC*

Loucas Santana President

Print Name Title

[Signature] 11/3/15

Signature Date

Kim Urruh CFO

Print Name Title

Kim Urruh 11/4/15

Signature Date

*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President

The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE, a political subdivision of the State of California

Carmen Giron Deputy Purchasing Agent

Print Name Title

[Signature] 11/05/2015

Signature Date

**ATTACHMENT A
SCOPE OF SERVICES**

I. GENERAL INFORMATION:

The Contractor shall provide Temporary Help Services to various departments/agencies located throughout the County of Orange. Temporary Help Services shall be requested on an as-needed basis and usage is not guaranteed. Location request(s) may be added or deleted, and service hours may be increased or decreased at a given location at any time.

II. BACKGROUND:

The County of Orange is a de-centralized government organization comprised of 26 individual departments employing over 17,000 individuals with locations spread out over a 948 square mile territory. Under the guidance of the Human Resource Services, HR functions performed at each department are centralized.

III. CONTRACTOR RESPONSIBILITIES:

- A. **Recruitment and Retention:** Contractor shall thoroughly screen, test and interview all applicants to ensure they meet the minimum qualifications indicated in the County Job Descriptions. The County reserves the right to reject any applicant.
- B. **Order Entry:** Contractor shall be responsible for obtaining sufficient information regarding each request to adequately fulfill the County requirements.
- C. **Job / Person Match:** Contractor shall provide temporary help employees with qualifications necessary to fulfill each particular job requirement. Included in these qualifications are knowledge and ability to work with certain computer programs, and possession of other skills which would normally be associated with a particular job classification.
- D. **Telephone Response Initial Request:** Contractor's telephone number must be available 24/7. Contractor shall respond within one (1) hour of the initial service request for critical requests identified by the County, and within 24 hours for non-priority requests. Contractor must be capable of servicing North, South, Central, and Orange County.
- E. **Temporary Employee Response Time:** Assigned temporary help employee shall arrive at the county work site within three (3) hours of the Contractor's confirmed response to the County's initial request unless the requestor has provided a longer lead time.
- F. **Bilingual Skills:** Contractor shall provide temporary help employees with bilingual skills as required. These will include, but are not limited to Spanish and Vietnamese.
- G. **County Background Check:** Temporary help employees must pass a County conducted background check, and / or child abuse registry clearance.
Contractor shall comply with all applicable County agency/department rules of conduct, policies, and procedures while on County premises.
- H. **Driver's License Requirement:** Temporary help employees must be in possession of a valid California driver's license on county assignment.
- I. **Recruitment:** At the County's discretion, County may hire temporary help employee after the employee has been assigned to a county position for at least 30 calendar days.
- J. **Orientation:** Contractor shall provide information to each temporary help employee given a county assignment:
 - Location of assignment
 - Name of reporting supervisor

- Working hours
 - Lunch Schedule
 - Length of assignment
 - Appropriate dress
 - Parking
 - Complete job description
 - Performance expectations
- K. **Performance Appraisal:** Temporary help employee must perform the assigned duties to the county's satisfaction. The County will be the sole judge of satisfactory performance. The County reserves the right to dismiss any employee and choose to replace that employee at any time. If an employee does not meet the minimum requirements or is unsatisfactory to the County within (4) hours of placement, the County may request a replacement for the remaining requirement period.
- L. **Quality:** Contractor shall be responsible for the professional quality and technical competence of personnel assigned to the county. Contractor shall also be responsible for the coordination of all efforts and other services provided by the Contractor under this contract.
- M. **Confidentiality:** Contractor shall be responsible for overseeing that its employee's maintain confidentiality of all information and County records that may become accessible to its employees during service period. All rules, regulations, statutory laws and internal policies must be strictly adhered to by the Contractor's Employee's, staff and / or agents.
- N. **Regulatory Compliance:** Contractor shall conform to all State and Federal laws & regulations, including, but not limited to, the California Contractors State License Board and Cal OSHA regulations.
- O. **Temporary Assignment - Gov Code Section 31000.4:** Contractor shall notify agency/department via email or any form of communication in writing to monitor temporary help usage not exceed ninety (90) days per hire.
- P. **Usage Reports:** The contractor shall submit usage reports as requested by County. Contractor shall provide usage reports within fourteen (14) days of such request. The usage report shall include all information requested by County, in a format specified by County.

The information on usage report shall include a summary of the minimum information but not limited as follows:

- Name of Agency
- Classifications
- Fixed Hourly Rate (include information on overtime if applicable / Category C Pricing: Include the EMPLOYEE PAY RATE and show % mark-up)
- Number of Hours
- Extended Amount

IV. COUNTY RESPONSIBILITIES:

- A. County shall verify Vendor's responsiveness to include financial capacity, experience, and integrity to meet County's requirements.
- B. **Temporary Assignment - Government Code Section 31000.4:**

The board of supervisors may contract with temporary help firms for temporary help to assist county agencies, departments, or offices during any peak load, temporary absence, or emergency other than a labor dispute, provided the board determines that it is in the economic interest of the county to provide such temporary help by contract, rather than employing persons for such

purpose. *Use of temporary help under this section shall be limited to a period of not to exceed 90 days for any single peak load, temporary absence, or emergency situation.*

- C. The County shall reimburse temporary help employees who drive their personal vehicles for county business. Reimbursement is at the current county mileage reimbursement rate.
- D. The County reserves the right to request a resume from any employee provided by the Contractor, to determine whether the temporary help employee meets the County's minimum requirements. Failure of the employee to meet the minimum requirements may result in the termination of the contract.

**ATTACHMENT B
PAYMENT/COMPENSATION**

I. COMPENSATION: This is an all-inclusive Contract at fixed hourly rates between the County and Contractor for Temporary Help Services as provided in Attachment A, Scope of Work. The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance, bonds, vehicles, equipment, tools, materials, overhead, travel, etc. required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Services. *The County shall not pay any sum in excess of the total contract amount or hourly rate fees specified below, unless work is authorized by Amendment in accordance with the County Contract Terms and Conditions.*

II. PRICING:

Agency/department has preference which Contractor to use advantageous to agency/department.

- Regular Hourly Rate: Monday thru and including Sunday
- Holiday / Overtime Rate: (See definition below)

CATEGORY A County of Orange Classification	Regular Hourly Billing Rate
Customer Service Representative	\$13.70
Data Entry Specialist	\$13.70
Information Processing Specialist	\$14.04
Information Processing Tech	\$13.70
Information Technology Systems Technician	\$21.92
Office Assistant	\$14.39
Office Specialist	\$15.29
Secretary II	\$15.95
Staff Analyst	\$29.98
Warehouse Worker	\$16.44
CATEGORY B County of Orange Classification	Regular Hourly Billing Rate
Accountant I	\$27.80
Custodian	NA
Laboratory Aid	NA
Laboratory Assistant	NA
Laborer	NA
Secretary I	\$15.76
Secretary III	\$17.81
Stock Clerk	NA
Utility Worker – Driver	NA

DEFINITION:

A. Overtime: Overtime is defined as the hourly rate paid to Contractor personnel performing unarmed security guard services over 40 hours per workweek or eight hours per workday

Overtime rates will only be paid with prior written approval by the County.

B. Overtime shall be reimbursed in accordance with the State of California at the rate of:

- *One and one-half times the employee's regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek; and*
- *Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek.*

C. Pre-arranged Alternative Workweek Schedule:

Hours of service will vary with each agency/department under the alternative work week schedule which in any case also would be computed on the basis of 40 hours per workweek.

Overtime rates will only be paid with prior written approval by the County.

D. Holidays Observed By The County:

**New Year's Day, Martin Luther King Day, Lincoln's Birthday, Presidents' Day, *Memorial Day, *July 4th, *Labor Day, Columbus Day, Veterans Day, *Thanksgiving Day and the day after, and *Christmas Day.*

**Major Holidays shall be reimbursed a time and a half.*

III. PAYMENT TERMS: The Invoice is to be submitted in arrears to the user agency/department to the bill-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of the invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any services involved or billed under this Contract and shall not be construed as acceptance of any part of the services. Payments made by the County shall not preclude the right of the County from thereafter disputing any services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

IV. ELECTRONIC FUNDS TRANSFER (EFT): The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department representative listed in the contract.

- V. INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on the Contractor's letterhead for services rendered. Each invoice must have a unique number and must include the following information:
- a. Contractor's name and address;
 - b. Contractor's remittance address;
 - c. Contractor's Federal Tax I.D. Number;
 - d. Name of County Agency/Department;
 - e. Service address;
 - f. Subordinate Agreement MA, PO or CT Number
 - g. Service description, including numbers of hours, approved OT hours
 - h. EMPLOYEE PAY RATE plus mark-up percentage when applicable
 - i. Total Amount Due

**ATTACHMENT C
COUNTY OF ORANGE CLASSIFICATION TITLE DESCRIPTION**

COUNTY OF ORANGE CLASSIFICATION	DESCRIPTION
Accountant I	Accountant I positions gain practical experience applying the laws, rules, regulations, procedures and techniques relating to accounting and learn the special regulations and procedures applying to governmental accounting in California; prepares journal entries and assists in the preparation of a variety of analytical accounting, statistical and narrative reports; may supervise the work of clerical staff. Assists in the preparation of budgets, including assembling, reviewing and evaluation of supporting accounting and statistical data.
Information Processing Specialist	To perform information processing duties which combine text editing, advanced entry and file maintenance functions; to use a keyboard to create or format a variety of documents, reports and files; to understand and use a variety of automated equipment and software programs for complex information entry, inquiry, manipulation and generation; and to do other work as required.
Information Processing Tech	Under general supervision, to produce a variety of difficult and complex materials requiring the application of advanced keyboarding and correction skills; and to do other work as required. Positions in this class are characterized by primary responsibility for typing or word processing a variety of important and complex documents by applying advanced keyboarding skill and subject matter knowledge in the production of finished products.
Information Technology Systems Technician	Performs a variety of technical duties emphasizing customer support for desktop computer systems and related equipment; serves as a first-level responder for computer hardware/software issues; troubleshoots and repairs system problems and provides technical assistance to customers; monitors, installs, configures and upgrades hardware, software and peripherals; and performs other related duties as assigned.
Custodian	Under supervision, to clean assigned areas in and around buildings; and to do other work as required
Customer Service Representative	Incumbents shall answer questions, provide information and education on programs and services, and respond to requests for agency specific programs. Some positions will require knowledge of a wide variety of county services and programs offered by multiple public agencies. For departmental specific issues, CSR (T) and Senior CSR may be required to update customer information and forward requested paperwork to client. They must follow standard procedure to ensure consistency and accuracy, and facilitate the conversation by soliciting needed information, clarifying responses, and addressing concerns. The CSR (T) and Senior CSR manage customer inquiries with consistency, accuracy, and professionalism, displaying excellent customer service skills while imparting program knowledge.
Data Entry Specialist	Positions in this class are characterized by primary responsibility for production keyboard entry of data from a wide variety of source documents. Incumbents are expected to apply considerable knowledge of complex coding systems to independently extract and code data for entry. This class is distinguished from the Data Entry Technician class by the greater complexity of data extraction and coding and a greater emphasis on high speed data entry.

COUNTY OF ORANGE CLASSIFICATION	DESCRIPTION
Laboratory Aid	Under supervision, to perform routine, less technical work involving the cleaning and sterilizing of laboratory glassware and equipment; and to do other work as required. Incumbents in this class may work under unpleasant conditions subject to noise, heat, noxious odors and moisture.
Laboratory Assistant	Under supervision, to perform a variety of paraprofessional laboratory work related to the performance of standardized bacteriological, physical and chemical tests; to maintain and monitor the performance of laboratory equipment; to assist in the preparation of specimens for examination; and to do related work as required. Laboratory Assistants are generally assigned to the various sections of the Public Health laboratory on a rotational basis. Depending on the area of assignment, Laboratory Assistants may assist licensed laboratory personnel in testing, or may independently conduct tests not requiring a license.
Laborer	Under close supervision, to perform heavy manual laboring tasks in the construction or maintenance of public works facilities; and to do other work as required.
Office Assistant	Under supervision, to perform a variety of moderately difficult office tasks; and to do other work as required. This is the journey level office services class. Positions are characterized by office duties which require proficiency in a variety of general office skills and in the simple operation of standard and automated office equipment. Assignments may be composed of tasks concentrating in a particular skill area, or may include a full range of duties associated with this class. Incumbents in this class work without close supervision within a framework of established procedures and are expected to perform duties with only occasional instruction or assistance.
Office Specialist	Under general supervision, to perform difficult and responsible office work in a specialized assignment; and to do other work as required. Positions in this class are characterized by the performance of specialized and responsible office duties requiring extensive related experience, thorough knowledge of the methods and procedures applicable to the assignment, and the exercise of considerable discretion and responsible decision-making in performing work. Incumbents in this class perform tasks which include the application and explanation of complex policies, regulations and guidelines where interpretation and independent judgment are required. Some assignments may also require the integration of technical knowledge with advance interpersonal and communication skills.
Staff Analyst	Conducts analysis of issues and data to support and provide input into programs and policy decision-making or County or Department projects; develops, establishes and implements procedures; may manage or assist in managing a small program, unit or section or a department-wide function or projects; may supervise/manage other staff and/or direct the efforts of staff who are not direct reports, including outside contractors; assists in ensuring achievement of program objectives.
Secretary I	Under general supervision, to provide secretarial and office services for one or more officials; to assist superiors by assuming a variety of administrative detail and non-routine work; to screen and answer telephone calls and correspondence; and to do other work as required. This class differs from classes in the office services series by its direct support of and confidential role to one or more individuals serving in an administrative, professional or technical capacity. This frequently includes learning of specialized subject matter, delegation of specific responsibilities and a confidential working relationship with the individual(s) supported. Positions typically provide typing and transcription support.

COUNTY OF ORANGE CLASSIFICATION	DESCRIPTION
Secretary II	Under direction, to provide secretarial and office services to one or more members of top Management; to assist superiors by assuming a variety of administrative detail and non-routine work; to screen and answer telephone calls and correspondence; and to do other work as required. This class differs from the Secretary I class by direct support of and a confidential role to one or more top level managers. Because of the level of the manager, work performed and contracts are likely to be more difficult and sensitive than secretaries to lower level managers. This class is appropriate only where substantial delegation of authority has been made to the Secretary. Positions typically provide administrative as well as typing and transcription support.
Secretary III	Under general direction, to serve as secretary to members of Executive Management, relieving them of administrative and office services details; to perform complex and highly responsible clerical work; to interpret policy and administrative regulations; and to do other work as required. The Secretary III class is distinguished from other clerical and secretarial classes by being restricted to positions that are assigned full secretarial duties for Agency/Department heads or other members of management with the widest latitude for independent action. Positions typically provide administrative as well as typing and transcription support.
Store Clerk	Under general supervision, to receive, store and issue a variety of office supplies, forms and equipment; to maintain records of items received and issued; and to do other work as required. Positions in this class are typically in charge of a small storeroom stocking a variety of supplies and independently perform a combination of manual and office services work in receiving, storing and issuing supplies. Some of the work performed by positions in this class may require substantial physical effort.
Utility Worker – Driver	Under general supervision, to perform a combination of manual and clerical duties; to drive a light automotive vehicle to transport passengers and to pick up and deliver office supplies and other materials; to load and unload items from trucks; and to move furniture and equipment. Perform a combination of clerical and manual work, including lifting and carrying; positions assigned primarily as drivers operate a light vehicle and may do considerable lifting in loading and unloading it.
Warehouse Worker	Under supervision, to perform heavy labor in loading and unloading trucks; to drive a truck to pick up and deliver supplies and other items for County agencies/departments; to learn to apply standardized supply practices and procedures, to fill orders from standard stock items and to enter stock into inventory records; and to do other work as required. Positions are primarily assigned driving responsibilities in the delivery of supplies to various agencies/departments. In addition, positions perform the more routine supply activities associated with warehouse work and have an opportunity to learn the County supply system.